)JS 44 (Rev. 11/04)

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APPENDIX H

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provice by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiat he civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

(a) PLAINTIFF	S ALFRED HICK	S		DEFENDANTS d/b/a ARA, INC		ANCIAL CREDI	T SERVICE	, INC.	
(c) Attorney's (Firm	ence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF Name, Address, and Telephone Num 1., Flitter Lorenz, P.C., 450 N. Narbe	CASES) Der) Cary L. Flitter, Esq., and			(IN U.	S. PLAINTIFF CASES O MNATION CASES, USE	ŕ	OF THE	
II. BASIS OF JUI	RISDICTION (Place an "X" i	One Box Only)	I. CIT	IZENSHIP OF P	RINCI	PAL PARTIES(P	lace an "X" in One	Box for I	Plaintiff
U.S. Government		nt Not a Party)	PTF Citize	(For Diversity Cases Only	y)	DEF ☐ 1 Incorporated or Pr		Defendan PTF 4	t) DEF □4
U,S. Government Defendant	☐ 4 Diversity (Indicate Citizer	ship of Parties in Item []])	Citize	n of Another State	 2	of Business In This Incorporated and Incorporated of Business In		□ 5	□ 5
AL MARKING OF	CVVVII			n or Subject of a preign Country	□ 3	☐ 3 Foreign Nation		□ 6	☐ 6
CONTRACT	SUIT (Place an "X" in One Box	Only TORÍS	FORE	EITURE/PENALTY	0	BANKRUPTCY	OTHER ST	ATUTE	
110 Insurance 120 Marine 130 Marine 140 Negotiable Instrum 150 Recovery of Overm & Enforcement of Jul 151 Medicare Act 152 Recovery of Defaul Student Loans (Excl. Veterans) 153 Recovery of Overm of Veteran's Benefits 160 Stockholders' Suits 190 Other Contract 195 Contract Product Lis 196 Franchise REAL PROPERT 210 Land Condemnatio 220 Foreclosure 230 Rent Lease & Eject 240 Torts to Land 245 Tort Product Liabil 290 All Other Real Programment 250 Maria 250 All Other Real Programment 250 All Other Real Programment	avment 320 Assault. Libel & Slander 330 Federal Employers Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury Y CIVIL RIGHTS 441 Voting 442 Employment 443 Housing / Accommodations 444 Welfare 444 Welfare	PERSONAL INJURY 362 Personal Injury - Med. Malpractice 365 Personal Injury - Product Liability 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage 385 Property Damage Product Liability PRISONER PETITIONS 510 Motions to Vacate Sentence Habeas Corpus: 530 General 535 Death Penalty es - 540 Mandamus & Other 550 Civil Rights	610 620 620 630 630 640 650 660 710 720 730 740 790	O Agriculture O Agriculture O Other Food & Drug 5 Drug Related Seizure of Property 21 USC 881 O Liquor Laws O R.R. & Truck O Airline Regs. O Occupational Safety/Health O Other LABOR O Fair Labor Standards Act O Labor/Mgmt. Relations O Labor/Mgmt. Reporting & Disclosure Act O Railway Labor Act O Other Labor Litigation I Empl. Ret. Inc. Security Act	422	Appeal 28 USC 158 Withdrawal 8 USC 157 PERTY RIGHTS Copyrights	□ 400 State Reap □ 410 Antitrust □ 430 Banks and □ 450 Commerce □ 460 Deportatio □ 470 Racketeer □ Corrupt Org ⋈ 480 Consumer □ 490 Cable/Sat □ 810 Selective S □ 850 Securities/ Exchange □ 875 Customer □ 12 USC 341 □ 890 Other State □ 891 Agricultur □ 892 Economic □ 893 Environme □ 894 Energy Al □ 895 Freedom of Act □ 900Appeal of I Under Equa to Justice □ 950 Constitutic State Statute	Banking Influence anization Credit FV Gervice Commod Challenge 0 atory Act al Acts Stabilization Informa Fee Deter I Access onality of	ent d and is ities/ee ions tion Act ters Act attion mination
V. ORIGIN Original Proceeding	State Court	Remanded from Appellate Court Re	einstate eopened	(specify)	istrict [Litigation	Appeal to Distr Judge from Ma Judgment		
VI. CAUSE OF ACTI	ON	tute under which you are filinuse: FDCPA 15 USC § 1692		not cite jurisdictional s	statutes ı	inless diversity):			
VII. REQUESTED IN COMPLAINT:	CHECK IF THIS IS UNDER F.R.C.P. 2	A CLASS ACTION 3	DE	MAND \$		⟨YES only if demanded □	ed in complaint No.		
VIII. RELATED CAS IF ANY	E(S) (See instructions):	JUDGE			DOCKE	T NUMBER			
4/11/1 ⁴	1	SIGNATURE OF ATTO	RNEYO	ERECORD	2				
OR OFFICE USE ONLY	AMOUNT	APPLYING IFP		JUDGE		MAG, JUDO	GE		

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UNITED STATES DISTRICT COURT

APPENDIX F

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of

and Burnett to akhi chimee enterioni			
Address of Plaintiff: 320 W. First Avenue,	Apt. 416, Parkesburg, PA 19365		
Address of Defendant: 1919 S. Highland A	venue, Suite 225-A, Lombard, IL 6014	18	
Place of Accident, Incident or Transaction:	320 W. First Avenue, Apt. 416, Parke	esburg, PA 19365	
(Use Reverse Side For Additional Sp Does this civil action involve a nongovernmen (Attach two copies of the Disclosure Stater	ntal corporate party with any parent corpo		on owning 10% or more of its stock? Yes \(\subseteq \text{ No } \subseteq \)
Does this case involve multidistrict litigation	possibilities?		Yes No 🛛
RELATED CASE, IF ANY:			
Case Number:	Judge	Date Terminated:	
Civil cases are deemed related when yes is a	answered to any of the following question	one:	
1. Is this case related to property included	in an earlier numbered suit pending or	within one year previously terminate	ed action in this court? Yes □ No ☑
2. Does this case involve the same issue o action in this court?	f fact or grow out of the same transaction	on as a prior suit pending or within o	ne year previously terminated Yes ☐ No ☒
3. Does this case involve the validity or int	fringement of a patent already in suit or	any earlier numbered case pending of	r within one year previously
terminated action in this court?	•		Yes 🔲 No 🖾
	ARBITRATION ((Check approp., counsel of record do hereby certification 3(c)(2), that to the	ne best of my knowledge and bel	Other Contracts Ty Al Injury (Please specify) Destos)
Relief other than moneta	ry damages is sought		
DATE:			
	Attorney-at-Law	Attorn	ney I.D.
NOTE: A trial d	e novo will be a trial by jury on	ly if there has been complian	ce with F.R.C.P. 38.
I certify that, to my knowledge, the within as noted above. DATE: CIV.609 (4/03)	Attorney-at-Law	207	7/S Tey I.D.

APPENDIX I

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CASE MANAGEMENT TRACK DESIGNATION FORM

ALFRED HICKS

: CIVIL ACTION

Teleph (Civ.660)		Fax Number		E-Mail Address		
	322-0782	(610) 667-0552	-	Amilz@consumerslaw.com	<u>n</u>	
// Date	11/14	Attorney at Law	:	ANDREW M. MILZ Attorney for Plaintiff		
(f)		agement – Cases that do not fall in	nto any o	ne of the other tracks.	()
(e)	commonly refe	gement – Cases that do not fall interred to as complex and that need See reverse side of this form for a cases)	special o	or intense management	()
(d)	Asbestos – Ca exposure to as	ses involving claims for personal bestos.	injury or	property damage from	()
(c)	Arbitration – C	Cases required to be designated fo	r arbitrat	ion under Local Civil Rule 53.2.	(X)
(b)	Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits					
(a)	Habeas Corpu	s – Cases brought under 28 U.S.C	. §2241 t	through §2255.	()
SELE	CT ONE OF T	HE FOLLOWING CASE MAN	AGEMI	ENT TRACKS:		
In acc plainti filing t side o design the pla	ordance with t ff shall comple the complaint a f this form.) In ation, that defe aintiff and all o	the Civil Justice Expense and I lete a case Management Track E and serve a copy on all defendant in the event that a defendant dendant shall, with its first appeal other parties, a case management believes the case should be assigned.	Designati ts. (See) oes not arance, s nt track	on Form in all civil cases at t § 1:03 of the plan set forth on agree with the plaintiff rega ubmit to the clerk of court an	he t the i rdin d se	ime of reverse g said rve on
FINAN	CIAL CREDIT S	SERVICE, INC., d/b/a ARA, INC.) } 2	NO.		
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IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

ALFRED HICKS

CIVIL ACTION

320 W. First Avenue

Apt. 416

Parkesburg, PA 19365

Plaintiff

VS.

FINANCIAL CREDIT SERVICE, INC. d/b/a ARA, INC.

1919 S. Highland Avenue

Suite 225-A

Lombard, IL 60148

NO.

Defendant

COMPLAINT

I. INTRODUCTION

- 1. This is an action for damages brought by a consumer pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. §1692 ("FDCPA").
- 2. The FDCPA prohibits collectors from engaging in deceptive and unfair practices in the collection of consumer debt, including inducing consumers to revive a stale statute of limitation or intimating legal action on a time-barred debt.
- 3. Defendant is subject to strict liability for sending a collection letter which violates the provisions of the FDCPA.

II. <u>JURISDICTION</u>

4. Jurisdiction arises under 15 U.S.C. §1692k and 28 U.S.C. §1337.

III. PARTIES

5. Plaintiff is Alfred Hicks. Mr. Hicks is a consumer who resides in Parkesburg, PA at the address captioned.

- 6. Defendant Financial Credit Services, Inc. d/b/a ARA, Inc. is believed to be an Illinois corporation with a mailing address as captioned (herein referred to as "Defendant" or "ARA").
- 7. ARA regularly engages in the collection of consumer debts using the mails and telephone.
 - 8. ARA regularly attempts to collect consumer debts alleged to be due another.
- 9. ARA is a "debt collector" as that term is contemplated in the FDCPA, 15 U.S.C. §1692a(6).

IV. STATEMENT OF CLAIM

- 10. On or about December 17, 2013, defendant ARA sent Plaintiff a collection notice seeking to collect an alleged consumer debt. A copy of the collection notice is appended hereto as Exhibit "A" (appropriately redacted for privacy per Fed. R. Civ. P. 5.2).
- 11. In its collection letter ARA states it has "recently obtained and is now the legal owner of your Beneficial Credit account." (Ex. "A").
- 12. The alleged debt ARA was attempting to collect is nearly thirty (30) years old, with the last payment made prior to 1990. Accordingly, Pennsylvania's four (4) year statute of limitation for a collection action based on the alleged debt has long expired.
- 13. Upon information and belief, at the time ARA obtained this old, stale account, it did so with hundreds of other old accounts, which it purchased for pennies on the dollar. Accordingly, at the time the subject collection letter was sent, ARA knew that it was collecting on a long-since time-barred debt.

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- 14. At multiple times in the collection letter, ARA asks the recipient for payment by stating: "Please see reverse side for payment information," and "Please return top portion of this notice with payment."
- 15. At no time does Defendant's letter state that the debt collector is attempting to collect a time-barred debt, upon which the statute of limitations has run.
- 16. At no point does Defendant's letter articulate that a statute of limitations on this nearly thirty (30) year old debt may potentially be revived upon the debtor's acknowledgment of the debt, promise to pay, or actual payment.
- 17. The Federal Trade Commission ("FTC") has stated that the debt collector who knows or should know that it is collecting a time-barred debt should disclose that the debt is stale. According to the FTC, debt collectors must disclose clearly and prominently to consumers prior to requesting or accepting payments that the collector cannot sue to collect the debt and providing partial payment may revive the collector's ability to sue to collect the balance. As recognized by the FTC, "most consumers do not know or understand their legal rights with respect to the collection of a time-barred debt" and attempts to collect on a stale debt may create a misleading impression that the consumer could be sued in violation of the FDCPA.
- 18. By repeatedly asking the recipient for payment, and failing to disclose the time-barred nature of this debt or the potential for reviving a limitations period by acknowledgment or partial payment, Defendant's letter is deceptive and causes a likelihood of confusion to the consumer in causing potential waiver of legal rights to assert a limitations defense.

3

Repairing a Broken System Protecting Consumers in Debt Collection Litigation and Arbitration at 28, FTC (July 2010), http://www.ftc.gov/sites/default/files/documents/reports/federal-trade-commission-bureau-consumer-protection-staff-report-repairing-broken-system-protecting/debtcollectionreport.pdf; The Structure and Practices of the Debt Buying Industry at 47, FTC (Jan. 2013), http://www.ftc.gov/sites/default/files/documents/reports/structure-and-practices-debt-buying-industry/debtbuyingreport.pdf.

19. Defendant's collection letter goes on to state the following:

All obligations regarding this debt and any applicable interest and or fees have been fully transferred to this office. As of today, you owe \$XXXX, which is now due in full.

Your financial and credit history are currently being reviewed by our Finalization Department to determine our next course of action. Should this debt go unpaid our intention is to seek whatever remedies are available. . .

(Ex. "A").

- 20. The language of the letter is deceptive and misleading in that it implies that Mr. Hicks is being evaluated for possible legal action and/or negative credit for failure to pay, when those "remedies" lapsed over two decades ago.
- 21. Defendant's collection letter is deceptive or misleading in violation of the FDCPA, 15 U.S.C. § 1692e and 1692e(10).

COUNT I - FAIR DEBT COLLECTION PRACTICES ACT

- 22. Plaintiff repeats the allegations contained above as if the same were here set forth at length.
- 23. Defendant has violated the Fair Debt Collection Practices Act by sending a false, deceptive, or misleading communication in violation of 15 U.S.C. §1692e and §1692e(10).

WHEREFORE, Plaintiff Alfred Hicks demands judgment against defendant Financial Credit Service, Inc., d/b/a ARA, Inc. for:

- (a) Damages;
- (b) Attorney's fees and costs; and
- (c) Such other and further relief as the Court shall deem just and proper.

V. <u>DEMAND FOR JURY TRIAL</u>

Plaintiff demands a trial by jury as to all issues so triable.

Date:

Respectfully submitted:

CARY L. FLITTER

THEODORE E. LORENZ

ANDREW M. MILZ

Attorneys for Plaintiff

FLITTER LORENZ, P.C.

450 N. Narberth Avenue, Suite 101

Narberth, PA 19072

610-668-0018

EXHIBIT "A"

ARA Inc. P.O. Box 5002 Villa Park, IL 60181

Tel: (888) 409-5060 Fex: (888) 315-1550 Hours: Monday - Friday 8:00am to 5:00pm

Please see reverse side for payment information

*******************AUTO**MIXED AADC 350
Alfred Hicks
320 W 1St Ave Apt 416
Parkesburg PA 19365-1284

ARA P.O. Box 5002 Villa Park, IL 60181

December 17, 2013

Please return top portion of this notice with payment.

ORIGINAL CREDITOR: ACCOUNT NUMBER: CURRENT BALANCE: Beneficial Credit 8495

ARA FILE #: 21-01

This letter is to inform you that ARA Inc. has recently obtained and now is the legal owner of your Beneficial Credit Account. All obligations regarding this debt and any applicable interest and or fees have been fully transferred to this office. As of today, you owe \$ which is now due in full.

Your financial and credit history are currently being reviewed by our finalization department to determine our next course of action. Should this debt go unpaid our intention is to seek whatever remedies are available. Please remit a check for the amount of suppose payable to ARA Inc. along with the payment slip above in the self addressed envelope provided. Within 30 days of full payment, you will receive a paid in full letter for your permanent records.

If you are unable to pay the entire balance in full, please call Mark Farmer at ext. 3402 Monday - Friday 8:00am - 5:00pm central to discuss acceptable payment arrangements and answer any questions you may have. Please retain the balance of this letter for your records.

Sincerely,

Mark Farmer

Mark Farmer

This is an attempt to collect a debt. Any information obtained will be used for that purpose. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume that the debt is valid. If you notify this office in writing within 30 days of receiving this notice, that you dispute the validity of the debt or any portions thereof, this office will obtain a copy of a judgement and mail you a copy of such verification. If you request in writing, within 30 days after receiving this notice, this office will provide you the name and address of the original ORIGINAL CREDITOR, if different that the current ORIGINAL CREDITOR.

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Statement Date	ARA File Number	Original Acct Number	Original Creditor	Current Balance	Amount Paid
December 17, 2013	21-01	8495	Beneficial Credit	\$	\$
I have enclosed the ful I cannot pay my accou installment of \$ I would like to take adv Please include Ba	nt in full at this time, but If accepted rantage of the convenient ank Routing Number. – Bank	have enclosed the first I will pay \$_ auto-pay feature. Name, Account Number, City & S	EXP DATE:	CCV: AMOUNT S	DISCOVER
	2 4 3 10	Account #:	CARD HOLD	DER NAME	
Signature:		Date:			
Please Draft My Payn	Phone	Semi Monthy(1st & 15th) / Bi-\ e Number: stional)	Neekly / Weekly CITY SIGNATURE		STATE ZIP CODE
		i0 Monday – Friday 8am to 8	Spm CST.		

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